

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13-805

Agenda No. 10-A

Approved: DEC 13 2013

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY



WHEREAS the State of New Jersey, Department of Military and Veterans Affairs ("DMVA") is the owner of the National Guard Armory located at 678 Montgomery Street, Jersey City, New Jersey ("Armory"); and

WHEREAS the City of Jersey City ("City") desires to use the Armory to provide structured recreational programs and activities for the benefit of the children and adults of Jersey City; and

WHEREAS, the DMVA agrees to permit the City use the Armory for a period effective as of December 3, 2013 and continuing through March 14, 2014 provided the City pays a total user fee of \$71,799.50; and

WHEREAS, for the period of December 3, 2013 to December 31, 2013, the user fee will be \$19,964.00 which is available in account number 13-01-201-31-432-304; and

WHEREAS, for the period of January 1, 2014 through March 14, 2014, the user fee will be \$51,835.50 and is subject to the availability and appropriation of funds in the CY 2014 temporary and permanent budget in account number 14-01-201-28-370-304; and

WHEREAS, the Armory will enable the Department of Recreation to accommodate an excess of 400 children per night for various recreational programs; and

WHEREAS, the City desires to execute a Use Agreement with DMVA authorizing the City to use the Armory; and

WHEREAS, the City is authorized to execute a Use Agreement with another public body pursuant to N.J.S.A. 40A:11-5(2) of the Local Public Contracts Law; and

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to execute the Use Agreement, in substantially the form attached, with the State of New Jersey Department of Military and Veterans Affairs;
- 2) The term of the Use Agreement shall be effective as of December 3, 2013 and expire on March 14, 2014. The City shall pay the State of New Jersey Department of Military and Veterans Affairs a total user fee of \$71,799.50; and
- 3) Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the Use Agreement after the expenditure of funds encumbered in the CY 2013 budget shall be subject to the availability and appropriation of sufficient funds in the CY 2014 temporary and permanent fiscal year budgets.

I, Donna Mauer, Donna Mauer, Chief Financial Officer certify that funds in the amount of \$19,964.00 are available in account number 13-01-201-31-432-304.

RR/kn
12-10-13

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**RESOLUTION AUTHORIZING THE EXECUTION OF A
USE AGREEMENT WITH THE STATE OF NEW JERSEY
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
PERMITTING THE CITY OF JERSEY CITY TO USE THE
NATIONAL GUARD ARMORY AT 678 MONTGOMERY
STREET, JERSEY CITY, NEW JERSEY**

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required ☐Not Required ☐

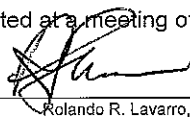
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.13.13 Spc. Mtg.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

Project Manager

Department/Division	Recreation	
Name/Title	Ryan Strother	Director
Phone/email	201 547 4537	Rstrother@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To authorize execution of a use agreement with the State of New Jersey Department of Military and Veterans Affairs permitting the City of Jersey City to use the National Guard Armory at 678 Montgomery Street, JC NJ

Cost (Identify all sources and amounts)

City Funds \$71,799.50

Contract term (include all proposed renewals)

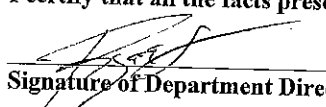
December 3, 2013 – March 14, 2014

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

12/11/13
Date

**State of New Jersey
Department of Military & Veterans Affairs-RPB
P.O. Box 340
Trenton, NJ 08625-0340**

Date of Use Agreement: Monday, December 2, 2013

Use Agreement Number: 14213

This Use Agreement, made and entered into on the above date between the Department of Military and Veterans Affairs, State of New Jersey, (hereinafter Department), and

City of Jersey City/Department of Recreation
Caven Point Complex-1 Chapel Avenue
Jersey City, NJ 07305

Robert J. Kakoleski, Acting Business Administrator
Ryan Strother, Director Dept of Recreation
(201) 547-4537

hereinafter referred to as the User.

WITNESSETH that the parties hereto for the considerations hereinafter mentioned and agree as follows:

1. The Department hereby leases to the User, space at the following premises for the term and purpose stated:

National Guard Armory: 678 Montgomery Street

Jersey City, NJ 07306-3395

Dates: Tuesday, December 3, 2013 - Friday, March 14, 2013 (See Attached Schedule dated 2 Dec 2013)

Time: Various - (See Attached Schedule dated 2 Dec 2013)

Purpose: Recreation Activities and 3 Special Events

Space Used: Drill floor

Seating Areas Drill Floor Level

Restrooms: All on the drill floor level and on the Summit Avenue side of the building

Locker rooms during special events only

Control room during special events only

Seating Areas - second level during special events only

Restrooms on the second level - Jordan Avenue side of the building during special events only

2. The User shall pay the Department, in advance, by Bank, Cashier, Certified Check or Money Order to the Treasurer, State of New Jersey as indicated below:

Application Fee: \$75.00

Total Fees: \$71,799.50

Balance Due: \$71,799.50

Use Fee: \$59,349.50

Estimated Armorer Fee: \$12,375.00

The Armorer Fee is for custodial services that include those services required before, during and the after the use. Fee is based upon overtime or premium rates for personnel engaged to perform these services. Additional Fees may be assessed if estimated Armorer fee is not sufficient to cover the required custodial services.

User will be responsible for the payment of any and all fees related to the use of additional space and Armorer fees worked not listed on the original contract.

3. Person of contact for the Department will be: Charles Parsons
Telephone (201) 433-0619

Any problems or inquiries should be directed to this person.

4. The User shall obtain liability insurance coverage for the period of the use in the following minimum amounts. Insurance policy shall name the New Jersey Department of Military and Veterans' Affairs and its employees as an additional insured.

Insurance: \$1,000,000 Bodily Injury

\$1,000,000 Property Damage

NOTE: Memorandum of Understanding is incorporated into this Use Agreement.

5. The User shall conform and comply with all the conditions set forth in this Use Agreement.
6. Additional paragraphs:
 - a. Thermostats are kept at a daytime setting of 65 degrees and 50 degrees at the close of normal working hours (1630 hours) during the 15 November-1 April heating season.
 - b. User shall be responsible for control of traffic and parking vehicles. Notwithstanding the provisions of this lease, access to the building shall always be available to NJNG and Department personnel to conduct normal New Jersey National Guard business.
 - c. User shall assume all responsibility for damage or loss of Federal or State property caused directly or indirectly by User.
 - d. Cooking on armory premises is prohibited. Servicing of catered meals will be permitted.
 - e. User will provide uniformed security guards for inside and outside armory.
 - f. User will provide attendants in ladies' and men's restrooms.
 - g. Military personnel in uniform are not permitted to attend lease events, except unit sponsored functions, or in the event where a booth is set up by the National Guard for recruitment purposes.
 - h. NO SMOKING WILL BE ALLOWED AT THIS FACILITY.
 - i. The use, sales and/or distribution of alcoholic beverages is prohibited.
7. User shall be solely responsible for obtaining any and all DEPARTMENT OF COMMUNITY AFFAIRS (DCA) local or other permits required. Local permits are not required for functions sponsored by the National Guard or agencies of the State of New Jersey. User is obligated to determine whether State permits are required for all functions not sponsored by the National Guard or the State of New Jersey. User shall produce copies of all permits upon demand of Lessor.
8. User shall be solely responsible for the collection of any and/or all state and federal sales taxes associated with its use of this facility. User shall insure it meets or exceeds all state and/or federal laws.
9. USER MUST OBTAIN APPROPRIATE STATE FIRE PERMITS.
10. By signing the lease agreement, the lessee agrees that he/she shall not perform any renovations, remodeling, or construction in any area of a NJDMAVA facility without first thoroughly reading the O&M Plan for that facility and coordinating such activities through the NJDMAVA Asbestos Program Manager (APM). In addition, the lessee shall not disturb any area of a NJDMAVA facility where Asbestos Containing Material or Presumed Asbestos Containing Material has been identified without first coordinating such activities through the NJDMAVA APM. The Asbestos Management Plan and Statewide Building Survey Report is available at <http://www.nj.gov/military/installations/index.html> for the Lessee review.
11. INDEMNIFICATION
 - a. User shall assume all risk and responsibility for, and agrees to indemnify defend and save harmless the State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the employees of the State of New Jersey and the New Jersey Department of Military and Veterans Affairs, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs, and expenses in connection therewith on account of any loss of life or property, or injury or damages to the person, body or property of a person, persons or entity, which shall arise from or result directly or indirectly from User's use of the leased premises. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this lease. Furthermore, the provision of this indemnification clause shall in no way limit the obligations assumed by User under this use agreement, nor shall they be construed to relieve User from any liability nor preclude the State of New Jersey or the New Jersey Department of Military and Veterans Affairs from taking any other actions available to it under any other provisions of this lease or at law.
 - b. The State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the agents and employees of the State of New Jersey and the Department of Military and Veteran's Affairs, shall under no circumstances be liable to User or any person, partnership, corporation or other entity or instrumentality for injuries, expenses, delays, damages or interference with the other contractual obligations of User or User's employees, agents, independent contractors, or other affiliate which may result from suspension or termination of this lease by the New Jersey Department of Military and Veterans Affairs in accordance with the terms of this lease.

- c. Lessor assumes no responsibility whatsoever for any property brought to the lands by the User, or any other person, independent contractor, partnership, corporation or entity or instrumentality. The Department shall under no circumstances be liable to User or any persons, partnership or other entity for any loss, damage or destruction of property, sustained in connection with the activities conducted by User under this lease.
- d. User hereby agrees to defend, indemnify and save harmless the Department, its officers, agents, and employees, and each and every one of them, from and against all suits, costs (including attorney fees and costs and court costs), claims, expenses, liabilities, and judgments of every kind and description, actually and reasonably incurred, whether threatened, pending, or completed, including claims, suits, costs, expenses and judgments of officers, agents, employees and contractors of the User, and from and against all damages and expenses to which the Department may be subjected by reason of the use of the premises for which this Agreement is made, including without limitation, any claims, suits, costs, expenses and judgments by reason of any damage to or destruction of the environment whatsoever including, without limitation, land, air, water, wildlife and vegetation, including, without limitation, the disturbance of or placement of fill in wetlands, discharges of toxic substances, or any occurrences which constitute violations of Department of Environmental Protection or Environmental Protection Agency Laws or Regulations caused by, resulting from, arising out of or occurring in connection with the use of the leased premises as described in this lease, or any use of which User may notify the Department under the provision of this use agreement, or of any other use User may make of the leased premises, or incidental or appertaining thereto, or in connection with the creation of wetlands by the User. Notwithstanding the above, the obligations assumed by the User herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of the Department. User further acknowledges the possibility of criminal sanctions for such illegal activity. The obligation of the User under this paragraph shall survive the expiration of the Agreement.
12. THIS USE AGREEMENT IS ISSUED ON A "NO REFUND" BASIS. CANCELLATION OF THE LEASE BY THE NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS WILL NOT AFFECT THIS POLICY.
13. THE ADJUTANT GENERAL OR HIS AUTHORIZED REPRESENTATIVE MAY CANCEL USE AGREEMENT WITHOUT CAUSE, IMMEDIATELY.

In Witness hereof, we have hereunto set out hands and seals the day and year first above written.

STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS.

BY _____
Robert J. Kakoleski,
Acting Business Administrator
Municipal City Council

BY _____
JILL ANN PRIAR
Chief
Office of Real Property

MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into by and between the Department of Military and Veterans Affairs (hereinafter referred to as "DMAVA") and the Jersey City Department of Recreation (hereinafter referred to as "JCDR") and supplements the Use Agreement between the parties for use of the Jersey City Armory covering the term of 3 Dec 2013 through 31 Mar 2014.

WHEREAS, DMAVA is the state agency responsible for managing the Jersey City Armory (hereinafter referred to as the "Armory") located at 678 Montgomery Street, Jersey City, New Jersey; and

WHEREAS, JCDR wishes to use and occupy certain space in the Armory for the purpose of operating recreational sports programs for the youth of Jersey City; and

WHEREAS, DMAVA is willing to permit the JCDR to utilize designated space, within the Armory under certain provisions, covenants, terms and conditions; and

WHEREAS, DMAVA has the authority to obligate the Armory to the terms of this MOU pursuant to title: 38A: 12-5. Nonmilitary use; and

WHEREAS, JCDR and DMAVA wish to delineate in writing, the provisions, covenants, terms and conditions by which DMAVA will agree to permit the agency of JCDR use of the Armory.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

AGENCY RESPONSIBILITIES:

DMAVA agrees to:

1. Support JCDR use on a Non-interrupt basis to the military mission and other scheduled uses.
2. Permit the JCDR use of the following areas to support structured youth sports programs for the youth of Jersey City between the ages of 8 and 18:
 - a. The drill floor
 - b. Seating Areas Drill Floor Level
 - c. Restrooms between seating levels on the Summit Avenue side of the building
 - d. Locker rooms during special events only
 - e. Control room during special events only
 - f. Seating Areas second level during special events only
 - g. Restrooms on the second level, on the Jordan Avenue side of the building during special events only
3. Generate a Use agreement to correspond with this MOU.
4. Allow JCDR use of the facility on a non-interrupt basis to the military in accordance with the schedule provided. No use shall be granted which conflicts with the military, DMAVA or other revenue generating users of the Armory.
5. Review requests for use received from JCDR within 10 business days of receipt and provide written responses with regard to DMAVA's ability to accommodate and estimated costs to support the requested use.
6. Provide a DMAVA representative to keep the Armory open for authorized JCDR use to the greatest extent DMAVA manning resources will allow.
7. Schedule DMAVA representative to support JCDR use at overtime when necessary, to the greatest extent DMAVA manning resources will allow.
8. Provide performance standards associated with services to be provided by JCDR during and after their use.
9. Provide inspection check list to be completed at beginning of each use and again at the conclusion of each use. (copy attached)

JCDR agrees to:

1. Enter into a Use Agreement and provide payment for use and any applicable Armorer's fees associated with use.
2. Provide a certificate of liability insurance naming the New Jersey Department of Military and Veterans Affairs and Its' Employees as additional insured.
3. Not sublet the Armory. Events and use not directly run or funded by JCDR, will require that Department, organization or entity to seek a separate use agreement from DMAVA and provide required payment and insurance in advance of use.
4. Identify all areas of use not specifically listed on Use Agreement to DMAVA POC listed in this MOU for inclusion in the Use Agreement. If additional areas of use are granted, JCDR shall ensure keys to each area are provided to the Chief Armorer for the Jersey City Armory.
5. Provide a calendar of requested dates of use from the start date of the use agreement to the end date of the use agreement, prior to the commencement of start of Use Agreement. Calendar shall identify all JCDR special events. Special events shall be directly related to structured youth sports programs associated with the youth of Jersey City and shall be run and funded by JCDR.
6. Submit requests for additional and/or changed use in the form of a letter at least three weeks in advance of requested change or additional use. These requests shall be consolidated to the greatest extent possible to minimize administrative effort required to process and reply. Requests that involve expanding use will result in additional fees.
7. Ensure use does not interfere with, impair, or prevent the development, maintenance, and operation of the Armory and its safe use.
8. Confine use to the drill floor, drill floor seating area, locker room, and bathrooms during normal recreation use. Bathrooms on the second level on the Jordan Avenue side of the building will only be used for special events.
9. Provide individuals to perform the following porter services during JCDR use of the premise:
 - a. Supervisor and Support Staff
 - b. Restroom Attendant
 - c. Locker Room Attendant
 - d. Crowd Control / Security
 - e. Clean Up after Use
10. Ensure JCDR individuals providing services meet or exceed performance standards provided by DMAVA later in this MOU and as directed by DMAVA representative in charge during use.
11. Shall clean the drill floor as well as all areas of use adjacent to the drill floor to include seating, bathrooms (upper and lower levels) and locker room on a daily basis after completion of use.
12. Shall be required to provide their own paper products, cleaning supplies, trash bags and shall remove all trash at the conclusion of each day. User shall ensure bathrooms and locker room are fully stocked during and at the completion of each use.
13. Assume responsibility for damage(s) that result directly or indirectly from use of the facility.
14. Maintain and keep in good repair the equipment and drill floor. Provide and place protective floor covering for the Basketball Court when not in use by JCDR and as required to support other uses of the facility.
15. Cancel use of the Armory on days the State has declared a snow emergency.
16. Obtain prior approval from the DMAVA regarding any plans for alterations to the Armory. All proposals will be forwarded to the Office of Real Property, P.O. Box 340, Trenton, NJ 08625-0340 to ensure proper coordination and approval is received. Costs of improvements proposed by JCDR will be at the sole expense of JCDR. Proposals for permanent alterations to the Armory by JCDR may require signed sealed architectural and/or engineering drawings and specifications. Such design costs along with the cost of improvements must be funded by JCDR.
17. Provide access, training, and use of the Score Board, to DMAVA representative to support other users of the Armory.
18. Establish and enforce a code of conduct for patrons and workers to follow that includes a prohibition for unruly behavior, and a requirement to demonstrate respectable behavior toward DMAVA representatives.
19. User agrees to adjust their schedule to support DMAVA's ability to generate revenue should the opportunity present.

PRINCIPAL CONTACTS:

For JCDR: Ryan Strother - Director, Department of Recreation
City of Jersey City
Caven Point Complex
1 Chapel Avenue
Jersey City, New Jersey 07305
Phone: (201) 547-5269
Fax: (201) 547-4586
e-mail: JOEM@jcnj.org

For DMAVA: Jill Ann Priar – Chief Real Property Bureau

NJDMAVA
(Mailing address) P.O. Box 340. (Physical address) 101 Eggert Crossing Road
Trenton, NJ 08625-0340 Lawrenceville, NJ 08648-2805
Phone: (609) 530-6856
Fax: (609) 530-6880
e-mail: jill.priar@njdmava.state.nj.us

GENERAL PROVISIONS: All terms and conditions of the Use Agreement associated with this MOU apply.

FOR:

JCDR

DMAVA

Robert J. Kakolessi
Acting - Business Administrator,
City of Jersey City

Jill Ann Priar
Chief – Real Property Bureau

Dated: _____

Dated: _____

Ryan Strother
Director, Department of Recreation

Dated: _____

PERFORMANCE STANDARDS

JCDR shall provide one lead staff member to report to the DMAVA Representative on site. This JCDR lead member will supervise the JCDR workforce and will employ a methodical approach to ensure that all areas of use are kept clean and dry, bathrooms are monitored and restocked and access by patrons is restricted to authorized areas of use.

JCDR lead member on arrival shall provide DMAVA on site representative with a list of individuals working and the areas for which they will be responsible.

JCDR lead member shall inspect each area to be used with DMAVA representative and complete check list depicting condition of area to be used prior to start of use.

JCDR lead member shall be responsible for providing written reports to include but not limited to those related to property damage, personal injuries, and accidents as required.

JCDR lead member shall inspect each area used with DMAVA representative and complete check list depicting condition of area after use, before departing the premise.

GENERAL INSTRUCTIONS FOR ALL STAFF:

No gum, food or drink other than water is allowed on the drill floor. Staff shall observe and enforce this rule.

Damage is to be reported immediately to DMAVA representative. Written reports associated with damage will be required. JCDR shall provide written statement/s regarding damage to the DMAVA representative.

Emergencies are to be reported immediately to DMAVA representative. Facility related emergencies shall be handled on a case by case basis.

JCDR staff will provide constant monitoring and take the steps necessary to ensure floors remain debris free and dry.

JCDR staff shall all be actively engaged in ensuring no patrons enter areas that are not authorized for use.

JCDR staff shall ensure trash cans are lined, liners pulled and replace routinely as needed. Trash is to be taken to the designated area in the basement.

JCDR staff members shall all wear vests, or shirts that clearly and easily identify them as event staff for the duration of their service in the building.

Ingress and egress points are to remain unblocked and doors must be in the closed position when not in use.

Short wave radios/walkie talkies on site can be used to facilitate communications between staff members both JCDR and DMAVA working the use. JCDR lead and DMAVA representative will determine method of communication prior to commencement of use.

RESTROOM AND LOCKER ROOM ATTENDANTS:

JDCR staff shall maintain a presence in and continuously monitor area during periods of use and ensure appropriate use of facilities.

JCDR staff shall supply and restock consumable products such as hand soap, paper towels, and toilet tissue during facility use.

JCDR staff shall clean as required to maintain sanitary conditions within the space.